

GRAZING LANDS CONSERVATION INITIATIVE PROGRAMMATIC SAFE HARBOR AGREEMENT

This Safe Harbor Agreement is between the Coastal Prairie Coalition, Grazing Lands Conservation Initiative and the United States Fish and Wildlife Service for cooperatively restoring, reclaiming, conserving, and managing native coastal prairie on private lands for Attwater's prairie chicken (*Tympanuchus cupido attwateri*), northern aplomado falcon (*Falco femoralis septentrionalis*), whooping crane (*Grus americana*), and black lace cactus (*Echinocereus reichenbachii* var. *albertii*).

Involved Parties:

Coastal Prairies Coalition, Grazing Lands Conservation Initiative
Stephen Diebel, Chairman
P.O. Box 2942
Victoria, Texas 77902
(361) 574-5204

Allan Strand
Field Supervisor,
U.S. Fish and Wildlife Service
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6300 Ocean Drive, Unit 5837
Corpus Christi, Texas 78412-5837
(361) 994-9005

Agreement/Tracking Number: TE-151746-0

This Agreement covers the following species, which is hereafter are referred to as the "Covered Species": Attwater's prairie chicken (*Tympanuchus cupido attwateri*), northern aplomado falcon (*Falco femoralis septentrionalis*), whooping crane (*Grus americana*), and black lace cactus (*Echinocereus reichenbachii* var. *albertii*).

The "Enrolled Property" includes: Privately owned or other non-federally owned lands located in all or portions of 8 counties in the Texas coastal prairie. The counties included in this Safe Harbor Agreement are as follows: Aransas, Austin, Calhoun, Colorado, Galveston, Goliad, Refugio, and Victoria counties, Texas.

Agreement Duration: The Agreement will be in effect for 99 years and becomes effective upon issuance of a section 10(a)(10(A) Enhancement of Survival permit, which will be in effect for 99 years unless terminated earlier as, provided herein.

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1. INTRODUCTION

This Programmatic Safe Harbor Agreement (Agreement) is entered into between the Coastal Prairie Coalition, Grazing Lands Conservation Initiative (GLCI) and the U.S. Department of the Interior, Fish and Wildlife Service (Service); hereinafter collectively called the "Parties." The purpose of this Agreement is to provide a net conservation benefit to covered species and assure non-federal, participating landowners (Cooperators) that no additional regulatory burdens will result from management activities designed to benefit endangered species in the Texas Coastal Prairie. This Agreement follows the Service's Safe Harbor Agreement policy (64 FR 32717) and regulations (64 FR 32706), both of which implement section 10(a)(1)(A) of the Endangered Species Act of 1973 (Act), as amended.

1. INTRODUCTION

Pursuant to the Act, the proposed issuance of a section 10(a)(1)(A) Enhancement of Survival permit (Permit) to GLCI for a period of 99 years will authorize the implementation of this Agreement for conservation of the Attwater's prairie chicken, northern aplomado falcon, whooping crane, and black lace cactus (covered species), on privately owned lands in Texas. The primary objective of the Agreement is to encourage Cooperators to voluntarily carry out habitat conservation, restoration, or enhancement activities to benefit the covered species. The Agreement encourages participation by assuring private landowners that no additional conservation measures, nor additional land, water, or resource use restrictions beyond those voluntarily agreed to, will be required if the beneficial land stewardship efforts described herein result in increased numbers of individuals or populations of the Covered Species. Once the Cooperator enters into, and properly implements the provisions of the Cooperative Prairie Management Agreement, this Agreement, and the terms and conditions of the Permit, GLCI and the Cooperator are authorized to incidentally take covered species or modify habitat to return population levels or habitat conditions to those agreed upon as "baseline," thus relieving them from any additional Section 9 liabilities under the Act.

Under this Agreement, GLCI will issue Certificates of Inclusion (CI) to non-federal landowners who voluntarily agree to carry out conservation efforts for Attwater's prairie chicken, northern aplomado falcon, whooping crane, and black lace cactus and agree to abide by the terms and conditions of the Permit. In return for voluntary conservation commitments, the Agreement will extend assurances to GLCI and Cooperators allowing future alteration or modification of the enrolled property, including returning to baseline.

The Service previously entered into a Safe Harbor Agreement with the Sam Houston Resource Conservation and Development Area, Inc. that also covers Attwater's prairie chicken in all of the counties included in this Agreement, and with the Peregrine Fund that also covers northern aplomado falcon in Aransas, Calhoun, Goliad, and Refugio Counties. The Service is entering into this Agreement with GLCI so that GLCI can issue CIs to landowners that are working with GLCI to provide a net conservation benefit for Attwater's prairie chicken, northern aplomado falcon, whooping crane, and black lace cactus, rather than have these landowners enter into multiple Safe Harbor Agreements with different permit holders. This Agreement is not intended to take the place of the earlier Safe Harbor Agreements. Landowners issued a CI under the earlier Safe Harbor Agreements are eligible to be issued a CI under this Agreement. Baseline

responsibilities will not be determined anew for species covered by previous Safe Harbor Agreements. However, when landowners included in previous Safe Harbor Agreements undertake additional conservation efforts that extend net conservation benefits for the covered species to additional acres in order to be included in this Agreement, GLCI or its representative will determine baselines for covered species on the additional acres.

2. LIST OF COVERED SPECIES

This Agreement covers the following federally listed species, which are hereafter referred to as the “covered species”:

Attwater’s prairie chicken (*Tympanuchus cupido attwateri*)
northern aplomado falcon (*Falco femoralis septentrionalis*)
whooping crane (*Grus americana*)
black lace cactus (*Echinocereus reichenbachii* var. *albertii*)

3. GEOGRAPHIC SCOPE

The Permit issued to GLCI will cover all, or portions of, privately owned lands in Aransas, Austin, Calhoun, Colorado, Galveston, Goliad, Refugio, and Victoria Counties, Texas (Attachment # 1).

4. BASELINE DETERMINATION

The Parties agree that the Service and/or GLCI’s representative will determine baseline conditions for properties to be enrolled in this Agreement under a CI. The baseline conditions will be described in terms appropriate for each covered species. Baseline conditions may in some instances be expressed as a measure of the utilization of the enrolled property by the covered species (e.g., number of individuals, occupied breeding territories), particularly where such measures typically experience little seasonal or year-to-year variability. In those instances where use of the enrolled property is not currently subject to any restriction under the Act, either because there are no listed species using the property or there is no suitable habitat on the property, this part of the Agreement should indicate that there is a zero baseline for the enrolled property.

In the case of Attwater’s prairie chicken, the baseline for any participating landowner will be the number of “booming” males. The baseline for northern aplomado falcon will be the number of active northern aplomado falcon nesting territories on his or her land. For whooping cranes, the baseline for any participating landowner will be the number of wintering whooping cranes and the species territorial area on his or her land. In the case of black lace cactus, the baseline for any participating landowner will be the number of individual plants on his or her land. It is not prohibited to destroy, damage, or move federally listed plants UNLESS such activities occur on lands that are under Federal jurisdiction OR occur on other lands in violation of any Federal, State, or local laws. If a person wishes to develop private land, with no Federal jurisdiction involved, and in accordance with State or local laws, then the potential destruction, damage, or movement of listed plants does not violate Federal law. However, federally listed plants may not be sold or traded without a valid permit from the Service and may not be removed from another

person's property in violation of trespass laws. Otherwise, the owner of a piece of property which harbors a listed plant retains full rights on his or her property and can do whatever they wish with the land. Baseline will be determined by GLCI or GLCI's representatives in accordance with the appropriate procedures in effect at the time the landowner signs a CI under this Agreement. So long as a participating landowner uses land use practices that maintain the baseline for each covered species established at the time the CI and Cooperative Prairie Management Agreement was signed, any subsequent incidental taking of the covered species by the landowner will be authorized by GLCI's Section 10(a)(1)(A) Permit (regulatory assurances ensure that a cooperator will only be subject to one set of guidelines during the life of the agreement – those in effect at the time the agreement is signed).

Due to the programmatic nature of this Agreement, baseline conditions will be determined for each landowner at the time enrollment under this Agreement occurs. A zero baseline is anticipated for most properties enrolled under this Agreement. Baseline conditions, whether zero or greater than zero, shall be described in the CI and Cooperative Prairie Management Agreement, and detailed descriptions or maps showing the locations of the areas shall be attached to the CI and Cooperative Prairie Management Agreement (see Attachment 3).

5. MANAGEMENT ACTIVITIES

GLCI and holders of CIs agree to carry out the following management activities: reclaim, restore, enhance, and/or conserve native coastal prairie and wetlands, and/or allow the release of covered species on enrolled properties.

Management actions available to the Cooperator would include, but not be limited to, prescribed burning, mechanical brush management, grazing management (rotational grazing, moderate stocking), broadcast and selective treatment of brush with herbicides, native grass plantings, and installation of wildlife watering facilities. Appropriate range and wildlife management activities will be determined by GLCI and a management plan will be attached to the Prairie Management Agreement and CI (see Attachment 3, Attachment 2).

Each of the covered species has been documented to use the coastal prairie grasslands of Texas. Each is impacted or threatened by loss of habitat due to urbanization, conversion of grasslands to cropland, overutilization by livestock, brush encroachment, and fire suppression. Management actions as suggested above can improve and maintain healthy productive grasslands, reduce brush canopy, modify plant composition, promote growth of or enhance the detection and/or palatability of desired foods, increase prey base, facilitate the accumulation of fine fuels for burning, provide additional habitat, and provide upland freshwater supplies.

The actions proposed in this Agreement support the recovery tasks identified in the Final Recovery Plans for the covered species. Tasks that will be supported are:

Attwater's Prairie Chicken (Attwater's Prairie Chicken Recovery Plan 1993):

- 1113 Control brush
- 1111 Manage grazing
- 1112 Implement prescribed burning
- 1113 Implement pest plant control

111 and 13 Manage refuges and Protect essential habitat
1118 Restore prairie

Northern aplomado falcon (Aplomado Falcon Recovery Plan 1990):

- 2 Identify, maintain, and improve habitat
- 241 Control brush encroachment
- 244 Protect and enhance nest trees

Whooping crane (Whooping Crane Recovery Plan 1986):

- 1431 Maintain upland water sources
- 1432 Manage vegetation

Black lace cactus (Black Lace Cactus Recovery Plan 1987):

- 121 Provide habitat protection through cooperation with private landowners
- 132 Ensure that grazing does not impact populations

The Service anticipates that implementation of these management activities will produce a net conservation benefit for the covered species by increasing the habitat available to covered species for the term of the Agreement.

6. RESPONSIBILITIES OF THE PARTIES

A. In addition to carrying out the management activities set forth herein, GLCI (and where appropriate, Cooperators holding CIs) agrees to:

1. Issue CIs under this Agreement and its associated Permit to landowners engaged in reclaiming, restoring, enhancing, and conserving native coastal prairie and/or allowing the release of listed species onto enrolled properties. GLCI will be responsible for monitoring management activities to assess compliance and results. To assess compliance, GLCI will annually contact Cooperators holding CIs to determine the status of their habitat restoration or creation efforts. In addition, necessary site visits will be conducted to verify that major commitments to habitat restoration have been fulfilled.
2. Notify the Service 30 days in advance of any planned activity that GLCI and/or Cooperators reasonably anticipate will result in "take" (take is defined as: to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct (50 CFR 17.31(a)) of the covered species on the enrolled property, and provide the Service access and opportunity to capture and/or relocate any potentially affected individuals of the covered species, if appropriate.
3. Carry out the following biological monitoring activities with assistance from a Service representative or qualified biologist: annually estimate population size and available habitat, determine if baseline conditions are being maintained, determine impacts from land management activities,

determine effectiveness of minimization measures, and document any authorized take of covered species on properties enrolled under this Agreement.

4. Provide the Service with an annual report, due each year by November 1st, that describes progress in implementing specified management activities, including population size and available habitat, maintenance of baseline conditions, and take of covered species on properties enrolled under this Agreement.

B. In consideration of the foregoing, the Service agrees to:

1. Upon execution of the Agreement and satisfaction of all other applicable legal requirements, issue a section 10(a)(1)(A) Enhancement of Survival Permit to GLCI in accordance with the Act, authorizing incidental take of the covered species as a result of otherwise lawful activities on enrolled properties in accordance with the terms and conditions of such Permit.
2. Review baseline determinations and Prairie Management Agreements prior to signing the CI.
3. Provide GLCI with technical assistance, to the maximum extent practicable, when requested; and provide information on Federal funding programs.
4. Assist GLCI with the preparation of the annual report.

7. AGREEMENT DURATION

The Agreement becomes effective upon issuance of the Permit described herein by the Service and will be in effect for 99 years.

8. ASSURANCES TO THE COOPERATOR REGARDING TAKE OF COVERED SPECIES

Provided that take is consistent with maintaining the baseline conditions identified for each enrolled property, the Permit shall authorize GLCI to issue CIs to Cooperators. The CIs authorize Cooperators to take the covered species incidental to otherwise lawful activities in the following circumstances:

1. While implementing the management activities agreed to under this Agreement and the CI.
2. While carrying out routine activities on, or adjacent to the enrolled property after management activities identified in this Agreement and individual CIs have been initiated. Routine activities include, but are not limited to the following:
 - exploration and production of oil and gas, water, or other minerals.
 - farming and ranching.

- normal property improvements such as construction and maintenance of structures such as residences for owners or employees, hunting or recreational lodges or camps, pens, barns, or other facilities needed by or for the property.
 - legal hunting and/or other recreational activities including the granting of hunting or recreational privileges to others for profit. Hunting of the covered species is not authorized by this Agreement nor does the Permit authorize hunting of the covered species.
 - small food plots and/or garden areas for non-commercial harvest.
3. Making any lawful use of the enrolled property after the management activities identified herein have been fully implemented.
 4. Returning the enrolled property to baseline conditions.

9. INCIDENTAL TAKE

Although incidental take of the covered species is to be authorized as part of this Agreement, it is important to note that such take may or may not ever occur. However, as a result of the creation and enhancement of habitat, it may be reasonably foreseeable that covered species will begin to use some or most of the land that would not otherwise be utilized by the covered species and/or the population may increase beyond the established baseline. The Cooperator reserves the right to take the enrolled lands back to baseline condition at the end of this Agreement. The Agreement allows for termination prior to the expiration date and the Cooperator can return the land to baseline conditions even if the expected net conservation benefits have not been realized. If the landowner chooses to return the restored habitat to baseline conditions and habitat improvements have resulted in occupancy by any of the covered species, take may occur. Therefore, take may include any of covered species that could occupy the property due to management activities if property is taken back to baseline. No intentional lethal take of covered species is anticipated.

One possible activity that could cause the property to return to baseline conditions is a change to the current land use due to economic reasons forcing the Cooperator to change to some other activity to generate income. This could include leasing or selling a portion of the property for a home site. In the event of such a return to baseline conditions, the Service requests a reasonable advance written notice of 30 days minimum, if possible, for the opportunity to relocate affected listed species.

Because this Agreement and CIs are of limited duration and may be revoked by GLCI or terminated by a Cooperator, the benefits of the Agreement on covered species may appear transitory. However, the favorable habitat conditions created through the management activities will not necessarily cease to exist upon the expiration or termination of the individual agreements. Those conditions could persist for many years thereafter, unless the affected Cooperator elects to eliminate them. With new land parcels being enrolled under the Agreement, the end result will be a shifting matrix of land being managed for conservation of the covered species with a net beneficial impact.

10. MODIFICATIONS

A. Modification of the Agreement. Either party may propose amendments to this Agreement, as provided in 50 CFR 13.23, by providing written notice to, and obtaining the written concurrence of, the other Party. Such notice shall include a statement of the proposed modification, the reason for it, and its expected results. The Parties will use their best efforts to respond to proposed modifications within 30 days of receipt of such notice. Proposed modifications will become effective upon written concurrence by the other Party.

B. Termination of the Agreement. As provided for in Part 12 of the Service's Safe Harbor Policy (64 FR 32717), GLCI may terminate this Agreement for any circumstances. However, early termination will result in the loss of assurances upon termination of participation. In such circumstances, Cooperators holding CIs may return the enrolled property to baseline conditions even if the management activities identified in this Agreement and the CI have not been fully implemented, provided that the Cooperator or GLCI gives the Service the required notification prior to carrying out any activity likely to result in the taking of covered species.

C. Permit Suspension or Revocation. The Service may suspend or revoke the Permit for cause in accordance with the laws and regulations in force at the time of such suspension or revocation. The Service also, as a last resort, may revoke the Permit if continuation of covered activities would likely result in jeopardy to the covered species (50 CFR 13.28(a)). In such circumstances, the Service will exercise all possible measures to avoid revoking the Permit.

D. Baseline Adjustment. The baseline conditions above may, by mutual agreement of the Parties, be adjusted if, during the term of the Agreement and for reasons beyond the control of GLCI, utilization of the enrolled property by the covered species or the quantity or quality of habitat suitable for or occupied by the covered species is reduced from what it was at the time the Agreement was negotiated.

11. OTHER MEASURES

A. Remedies. Each party shall have all remedies otherwise available to enforce the terms of this Agreement and the Permit, except that no party shall be liable in damages for any breach of this Agreement, any performance or failure to perform an obligation under this Agreement or any other cause of action arising from this Agreement.

B. Dispute Resolution. The Parties agree to work together in good faith to resolve any disputes, using dispute resolution procedures agreed upon by all Parties.

C. Succession and Transfer. If the Cooperator transfers his or her interest in the enrolled property to a non-Federal entity, the Service will regard the new owner as having the same rights and responsibilities with respect to the enrolled property as the Cooperator, if the new property owner agrees and commits in writing to become a party to this Agreement and the Permit in place of the Cooperator.

D. Availability of Funds. Implementation of this Agreement is subject to the requirements of the Anti-Deficiency Act and the availability of appropriated funds. Nothing in this Agreement

will be construed by the Parties to require the obligation, appropriation, or expenditure of any funds from the U.S. Treasury. The Parties acknowledge that the Service will not be required under this Agreement to expend any Federal agency's appropriated funds unless and until an authorized official of that agency affirmatively acts to commit to such expenditures as evidenced in writing.

E. Relationship to Other Agreements. This agreement fulfills GLCI's commitment to apply for a Safe Harbor Agreement under the terms of Service Cooperative Agreement No: 201813G930. GLCI may issue CIs under this Agreement to landowners with whom GLCI enters into Prairie Management Agreements in accordance with Cooperative Agreement referenced above. The CI will apply to the entire area of private lands made available to covered species by the actions of the Cooperator and will be shown on a map attached to the CI.

F. No Third-Party Beneficiaries. This Agreement does not create any new right or interest in any member of the public as a third-party beneficiary, nor shall it authorize anyone not a party to this Agreement to maintain a suit for personal injuries or damages pursuant to the provisions of this Agreement. The duties, obligations, and responsibilities of the Parties to this Agreement with respect to third parties shall remain as imposed under existing law.

Other Listed Species, Candidate Species, and Species of Concern. The primary focuses of this Agreement are the Attwater's Prairie chicken, northern aplomado falcon, whooping crane, and black lace cactus.

The bald eagle (*Haliaeetus leucocephalus*) is known to occur in 7 out of 8 counties. The bald eagle does not occur in Galveston County. However, prescribed burns and other project activities are not anticipated to adversely impact the bald eagle or its habitat.


Although the Service regards it as unlikely, there is some possibility that other listed, proposed, or candidate species, or species of concern, may occur on the enrolled property at some time in the future as a direct result of the management actions specified in this Agreement or in issued CIs. If so, and GLCI so requests, the Parties may agree to amend this Agreement and its associated Permit to cover additional species and to establish appropriate baseline conditions for such other species.

G. Notices and Reports. All notices and reports, including monitoring and annual reports (Ex: Attachment 4), required by this Agreement shall be delivered to the persons listed below, as appropriate:

Allan Strand
Field Supervisor, Corpus Christi Ecological Services Field Office
U.S. Fish and Wildlife Service
Texas A&M University- CC, 6300 Ocean Drive Unit 5837
Corpus Christi, TX 78412-5837
(361) 994-9005

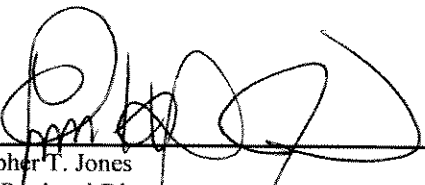
Benjamin N. Tuggle, Ph.D
Regional Director
U.S. Fish and Wildlife Service
P.O. Box 1306 Room 4102
Albuquerque, NM 87103-1306
(505) 248-6920

IN WITNESS WHEREOF, THE PARTIES HERETO have executed this Agreement to be in effect as of the date that the Service issues the section 10(a)(1)(A) Enhancement of Survival Permit associated with this Agreement.



Coastal Prairie Coalition, GLCI

7-9-07
Date

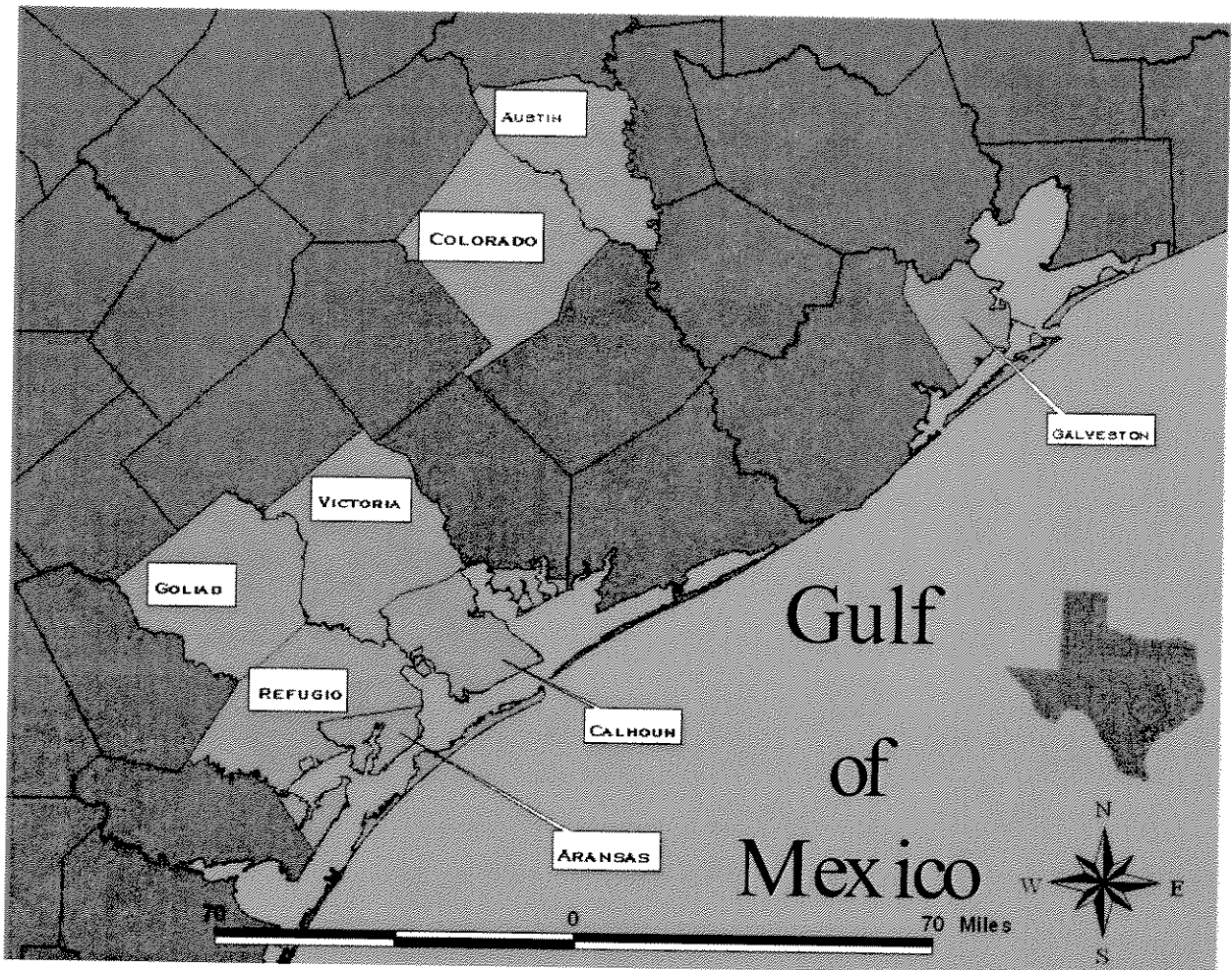


Christopher T. Jones
Deputy Regional Director

7.24/07
Date

Attachment 1

Map of the Coastal Prairie Coalition, GLCI, Counties Addressed in the Safe Harbor Agreement



DRAFT Safe Harbor Agreement Landowner Certificate of Inclusion Template
CERTIFICATE OF INCLUSION

This certifies that the property described as follows **[(description of portion of property covered by the Safe Harbor Agreement and Enhancement of Survival Permit)]** owned by **[(cooperator's name)]**, is included within the scope of Permit No. **[(TE-151746)]** (Permit), issued by the U.S. Fish and Wildlife Service (Service) to the Coastal Prairies Coalition, Grazing Lands Conservation Initiative (GLCI), on **[(date)]**, and expiring on **[(date)]** under the authority of Section 10(a)(1)(A) of the Endangered Species Act of 1973, as amended (16 U.S.C. 1539(a)(1)(A)). The Permit authorizes certain activities by participating landowners (Cooperators) as part of a Safe Harbor Agreement to restore and enhance habitat for the **[(covered species)]**. Pursuant to that Permit and this Certificate of Inclusion (CI), the holder of this CI is authorized to engage in any otherwise lawful activity on the above described property (enrolled property) that may result in incidental take of **[(species)]**, as appropriate, subject to the terms and conditions of the Permit and the terms and conditions of the Prairie Management Agreement entered into pursuant thereto by **GLCI**, and **[(cooperator's name)]**, on **[(date)]**.

The Parties agree that the baseline conditions applicable to this CI are as follows: [here describe baseline conditions in terms appropriate for each covered species. Baseline conditions may in some instances be expressed as a measure of the utilization of the enrolled property by the covered species (e.g., number of individuals, occupied breeding territories), particularly where such measures typically experience little seasonal or year-to-year variability. In those instances where use of the enrolled property is not currently subject to any restriction under the ESA, either because there are no listed species using the property or there is no suitable habitat on the property, this part of the Agreement should indicate that there is a zero baseline.]

In addition to the carrying out of management activities set forth in the Prairie Management Agreement, the Cooperator agrees to:

1. Notify GLCI at least 30 days in advance of any planned activity that the Cooperator reasonably anticipates will result in "take" (take is defined as: to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct (50 CFR 17.31(a)) of covered species on the enrolled property, and provide GLCI or its designee access and the opportunity to capture and/or relocate any potentially affected individual of the covered species, if appropriate.
2. Allow access to the enrolled property upon reasonable notice by GLCI or another agreed-upon party, for purposes related to the Agreement, including any activities for which the party is responsible, including, but not limited to, monitoring as well as capture and relocation of the covered species.
3. Notify GLCI of any transfer of ownership, so that GLCI can attempt to contact the new owner, explain the baseline responsibilities applicable to the enrolled property, and seek to interest the new owner in signing the existing CI or a new one to benefit covered species on the enrolled property.

Coastal Prairies Coalition, Grazing Lands Conservation Initiative

Date

Cooperator (Participating Landowner)

Date

U.S. Fish and Wildlife Service Representative

Date

**COASTAL PRAIRIE COALITION
GRAZING LANDS CONSERVATION INITIATIVE
SAFE HARBOR LANDOWNER COOPERATIVE PRAIRIE MANAGEMENT
AGREEMENT TEMPLATE**

This Agreement is made this _____ day of _____, 20_____
between the Coastal Prairie Coalition, Grazing Lands Conservation Initiative (GLCI), a not for
profit corporation organized under the laws of the State of Texas with its address at P.O. Box
2942, Victoria, Texas 77902 (hereinafter "GLCI") and _____
_____, an individual with his/her/its address at _____
(hereinafter "Cooperator")

WHEREAS, GLCI is involved in a project called the "Coastal Prairie Coalition of the Grazing
Lands Conservation Initiative" with The Nature Conservancy, the U.S. Fish & Wildlife Service,
the Texas Parks & Wildlife Department, and the USDA Natural Resources Conservation
Service;

WHEREAS, as part of its purpose, the GLCI seeks to assist landowners in improving private
lands for wildlife management by encouraging the management of native range lands to provide
habitat for grassland birds and other prairie wildlife;

WHEREAS, the Cooperator owns certain land described in Exhibit A of this Agreement (the
"Land"), and wishes to develop a portion of that land for wildlife management purposes listed
above pursuant to GLCI.

NOW, THEREFORE, in consideration of the mutual premises listed herein the parties agree to
the following Conditions:

1. The Cooperator agrees to undertake those range & wildlife management activities listed in
Exhibit A of this Agreement (hereinafter "Practices") as detailed in the conservation plan on the
land at the location more particularly shown on Exhibit B attached hereto (hereinafter "Site")
within _____ months of the date of this Agreement.
2. Notwithstanding the foregoing, all Practices (including design, layout, and certification) will
be based on adherence to the local Natural Resource Conservation Service Field Office
Technical Guide practice standards.
3. The Cooperator shall be solely responsible for the Site and Practices. Nothing in this
Agreement shall give GLCI any jurisdiction or responsibility for the Site and Practices other than
the right of inspection from time to time to assure compliance with this Agreement. The

Cooperator shall be solely responsible for all liability arising from the Site and Practices. GLCI and the other parties participating in GLCI shall not be responsible for any liability arising from the Site and Practices.

4. The Cooperator shall comply with the terms of the management plan listed in Exhibit A of this Agreement (hereinafter "Management Plan")

5 The Cooperator shall be responsible for all maintenance of the Site and Practices.

6. The Cooperator is responsible for obtaining, and shall obtain, all necessary and required permits for the implementation and maintenance of the Practices.

7. During the term of this Agreement, the Cooperator shall grant GLCI or its representatives the right of access to the Site for inspection purposes.

9. The Cooperator warrants and guarantees that it is the owner of the Site and has all required authority to enter into this Agreement and comply with its terms.

10. This Agreement shall be effective on the date listed above and shall remain in effect until _____ years from that date.

11. The Cooperator shall be in breach of this Agreement if the Cooperator:

- A. does not maintain the Practices in compliance with the management plan;
- B. sells or transfers the Site and does not assign this Agreement to the new owners; or
- C. breaches any other term of this Agreement.

12. If the Cooperator is in breach of this Agreement, GLCI may, upon thirty (30) days prior written notice to the Cooperator, terminate this Agreement unless the Cooperator within such notice period remedies the breach. If the Agreement is terminated due to a Cooperator's breach of the Agreement, the Cooperator agrees to reimburse GLCI an amount equal to 100 percent of the amounts specified in Condition 2 of this agreement - divided by the length of this Agreement - times each year remaining in this Agreement (e.g., for a 10 year agreement with 5 years remaining: $100/10 \times 5 = 50\%$ of the amounts specified in Condition 2).

13. Notices under this Agreement shall be in writing and shall be deemed given when mailed by certified mail, return receipt requested or hand delivered to the address of the party to whom the notice is intended at the address listed above or at such other address as that party may subsequently specify.

14. For purposes of coordination and acceptance of work, GLCI designates the following named individual as GLCI's Project Representative:

15. GLCI's Point of Contact on this Agreement is the Project Representative.

Agreed and accepted:

COOPERATOR

(Signature)

(Date)

SOCIAL SECURITY OR TAXPAYER I.D. NUMBER _____

COASTAL PRAIRIE COALITION, GRAZING LAND CONSERVATION INITIATIVE

BY: _____

(Signature)

(Date)

TITLE: _____

THE COASTAL PRAIRIE CONSERVATION INITIATIVE IS JOINTLY FUNDED AND DELIVERED BY: COASTAL PRAIRIE GRAZING LANDS CONSERVATION INITIATIVE, THE NATURE CONSERVANCY, U.S. FISH & WILDLIFE SERVICE, TEXAS PARKS & WILDLIFE DEPARTMENT, AND USDA NATURAL RESOURCES CONSERVATION SERVICE.

EXHIBIT A

Management Plan (Example)

Name and Address of Cooperator: _____

Location and Description of Enrolled Property _____

Planned Work: Work planned for the property covered under this Agreement will be for the purposes of releasing Attwater's prairie chickens and maintaining, enhancing, and restoring coastal prairie habitat for Attwater's prairie chickens where reintroduction occurs.

The project covered under this Agreement entails:

- releasing at least 50 captive-bred Attwater's prairie chickens annually. All birds released will be monitored to determine habitat use, survival and breeding success. This information will be important in determining the next steps in species recovery actions,
- installing Nixalite to discourage raptors from perching on fences,
- burning to prescription during the term of the agreement,
- performing tree removal,
- individually treating brush to maintain brush canopy coverage of <5% and brush height of <3 feet,

2. Contributions of Parties:

a. The Cooperator will allow GLCI or its representatives access to the property to conduct the action(s) described in this plan.

b. GLCI's representatives will:

- releasing at least 50 captive-bred Attwater's prairie chickens annually. All birds released will be monitored to determine habitat use, survival and breeding success. This information will be important in determining the next steps in species recovery actions,
- installing Nixalite to discourage raptors from perching on fences,
- burning to prescription during the term of the agreement,
- performing tree removal,
- individually treating brush to maintain brush canopy coverage of <5% and brush height of <3 feet,

3. Costs Estimated

GLCI:

- 2,000 acres mechanical brush mgt.-----\$10,000
- Marking and installing Nixalite® on 10,000 feet of fence-----\$6,250
- 2,000 acres prescribed burning x 2-----\$40,000

- 2,000 ac individual plant herbicide treatment-----\$15,000
- Predator control-----\$25,000
- Total Estimated costs to GLCI -----\$96,250

Cooperator:

Total Estimated Cost to Cooperator-----\$0

4. The following is the Work Schedule to which the Cooperator agrees. The Cooperator should notify the GLCI Project Representative if unforeseen situation(s) occur.

WORK SCHEDULE

2007

- installing Nixalite to discourage raptors from perching on fences,
- burning to prescription 400 to 700 acres,
- performing tree removal on 2,000 acres,
- individually treating brush on 2,000 acres to maintain brush canopy coverage of <5% and brush height of <3 feet,

2008 - 2009

- burning to prescription 800 to 1,400 acres,
- release at least 50 captive-bred Attwater's prairie chickens annually onto private lands in the Refugio-Goliad Prairie. All birds released will be monitored to determine habitat use, survival and breeding success. This information will be important in determining the next steps in species recovery actions.

Calendar of typical Attwater's prairie chicken release

Month	Activities	Frequency	# people
Early June-early July	-Build acclimation pens	-one week construction time per pen	-6 to 8
	-bring in juveniles for release	-no more than ½ a day	-4 to 8
	- care for the birds	-daily	-1
July- September	-release birds from pens	- ~ 1 hour	-2- 3 per pen
	-monitor released birds	-daily	-1 to 3 (depending on the number of birds and how

	- care for birds in pens -bring new juveniles to pens for release	- daily -no more than ½ a day	widely dispersed they are) - 1 -4 to 8
October	-monitor released birds	-daily	-1 – 3 (depending on the number of birds and how widely dispersed they are)
November	-monitor released birds	-weekly	-1 – 3 (depending on the number of birds and how widely dispersed they are)
December	-monitor released birds	-weekly	-1 – 3 (depending on the number of birds and how widely dispersed they are)
January	-monitor released birds -booming ground survey - removal of acclimations pens	-weekly -weekly - 2 to 3 days per pen	-1 -1 to 3 (depends on area needing to be surveyed) -1 to 3
February	-monitor released birds -booming ground survey	-weekly -weekly	-1 -1 to 3+ (depends on area needing to be surveyed)
March	-monitor released birds -booming ground survey	-weekly -weekly	-1 -1 to 3+ (depends on area needing to be surveyed)

	-survey nesting hens	-daily	surveyed -1
	-build predator excluders around nests	- 2 hours each	-4
April	-monitor released birds	-weekly	-1
	-survey nesting hens	-daily	-1
	-build predator enclosures around nests	-2 hours each	-4
	-monitor broods	-daily	-1
May	-monitor released birds	-weekly	-1
	-monitor broods	-daily	-1
June	-monitor released birds	-weekly	-1
	-monitor broods	-daily	-1

- change out radios at night when they start wearing down when needed- 3 to 4 people
- capture chicks at night when big enough to carry radios -- 3-4 people, will take several nights

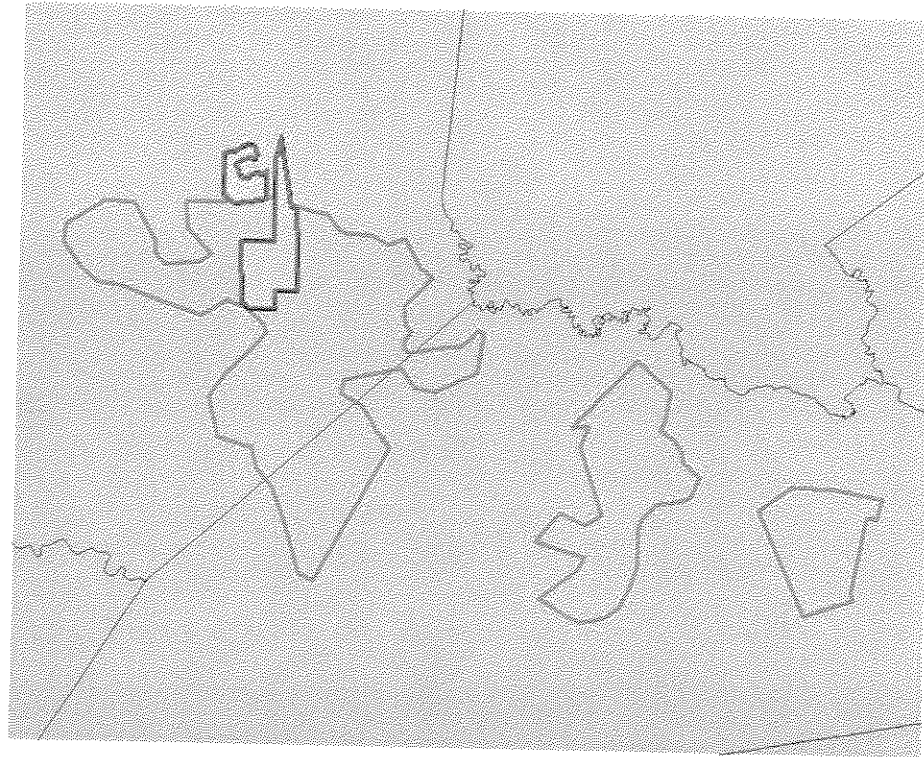
2010 -2017


- finish burning to prescription the entire 2,000 acres twice during the term of the agreement,
- performing tree removal as needed,
- individually treating brush as needed to maintain brush canopy coverage of <5% and brush height of <3 feet,
- Continue to release APCs, monitor released birds and broods as outlined above

This Project Plan was agreed upon between the Cooperator(s) and the Coastal Prairie Coalition, Grazing Lands Conservation Initiative on _____.
Date


(Example)

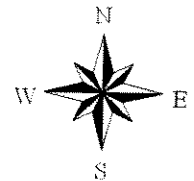
Exhibit B Property Map



 Cooperator's
property boundary

 Attwater's prairie
chicken baseline
= Zero

 Whooping crane
and northern
aplomado falcon
baseline = Zero



Attachment 4

**DRAFT TEMPLATE FOR ANNUAL MONITORING REPORT
FOR THE
GRAZING LANDS CONSERVATION INITIATIVE
SAFE HARBOR AGREEMENT**

Permittee's Name: [Insert name(s) here]

Permit Tracking Number: TE-XXXXXX-0

Location: [Describe general location where plan will be undertaken]

Agreement Approved by: [List Region, U.S. Fish and Wildlife Service, Location]

Covered Species: [*Scientific name*] [Common name]

Monitoring Program: [Describe in general terms the monitoring program for the current year. Annual reports are designed to provide information to the Service concerning the effects and effectiveness of the Agreement's conservation actions on the covered species, as well as to determine if the conservation actions the Permittee undertakes, meets the "standard" of net conservation benefit. The monitoring report will document any changes in the condition of individuals or populations of the covered species or the habitat associated with that species over time and will denote whether the data provided is from the Permittee, professional scientist, or other specific individual or entity. Photographs are helpful but may not be required.]

Date Annual Report is Due: On or before November 1st, for the prior calendar year.

Date Annual Report was Received: _____

Date Annual Report was Reviewed: _____

Signature of Reviewer: _____

Permittee's Signature: _____

Printed Name and Phone # of Reviewer: _____

Management and Conservation Actions: [Please summarize the actions taken to date and the results of the actions taken on each of the management and conservation actions below (attach additional pages as necessary).]